



# Commonwealth of Kentucky

## CONTRACT

### IMPORTANT

Show Doc ID number on all packages, invoices and correspondence.

**Doc Description:** Ashland Ind. Federal Stimulus Ed Tech Competitive

**Doc ID No:** PON2 540 1000001252 1

**Procurement Folder:** 1709854

**Procurement Type:** Memorandum of Agreement

**Administered By:** Dru Hawkins

**Cited Authority:** FAP111-44-00

**Telephone:** 502-564-1979

**Issued By:** Dru Hawkins

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ASHLAND IND BOARD OF ED

1420 CENTRAL ST

ASHLAND KY 41101  
US

Line	CL Description	Due Date	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
1	Ashland Ind. Federal Stimulus Ed Tech Competitive		0.00		0.00000	67,824.00	67,824.00

#### Extended Description

Contract Period: March 1, 2010 - September 30, 2011

Template: E99169 CFDA# 84.386A Munis # 4860

The ARRA Title IID competitive grant will focus on the technology rich classrooms to prepare students to work and live in the 21st century. It will also focus on ensuring that every student is technologically literate by the end of the eighth grade and encouraging the effective integration of technology with teacher training and curriculum development to establish successful research-based instructional methods.

Method of Payment: Quarterly cost reimbursement. Quarterly MUNIS expenditure reports must be submitted based on the approved budget. A final MUNIS report reflecting a zero balance and zero encumbrances must be submitted by November 11, 2011.

This contract authorizes funding for the contract period based upon the availability of funds.

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376761  
KDE DIV OF BUDGETS  
500 MERO STREET  
16TH FLOOR CAPITAL PLAZA TOWER  
FRANKFORT KY 40601  
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**Total Order Amount:**

67,824.00

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By signing this contract, the vendor agrees that electronic approvals may serve as electronic signatures.

**1st Party X:** \_\_\_\_\_ Title: Commissioner Date: \_\_\_\_\_

**2nd Party X:** \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

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## MEMORANDUM OF AGREEMENT TERMS AND CONDITIONS

### Scope of Services:

The ARRA Title IID competitive grant will focus on the technology rich classrooms to prepare students to work and live in the 21<sup>st</sup> century. It will also focus on ensuring that every student is technologically literate by the end of the eighth grade and encouraging the effective integration of technology with teacher training and curriculum development to establish successful research-based instructional methods.

The major purpose of the EETT program is to assist school systems in improving student academic achievement in high need areas. Grant funding will serve to enhance ongoing efforts to improve teaching and learning through the use of technology. In particular:

- q Improving student achievement through the use of technology;
- q Assisting every student to become technologically literate by the end of the 8<sup>th</sup> grade;
- q Encouraging the effective integration of technology.

The Ed Tech ARRA funds provide an unprecedented opportunity for districts and schools to implement 21<sup>st</sup> century learning environment using innovative strategies that enhance instruction, facilitate teaching and learning and improve student achievement. These additional resources will enable districts/school to provide new and emerging technologies, create state-of-the-art learning environments and offer additional training and support for teachers to help students achieve academically and acquire the skills needed to compete in a global economy.

### Billing:

Remit all invoices, bills, or requests for payment to: Dru Hawkins, Division of Budgets, Kentucky Department of Education, 500 Mero Street – 16<sup>th</sup> Floor, Frankfort, KY 40601.

### BUDGET:

#### ARRA Budget March 1, 2010-September 30, 2011

<b>Munis Code</b>	<b>Budgeted Amount</b>
0100 Salaries	\$59,029.99
0200 Benefits	1,356.00
0300 Professional Services	2,000.00
0400 Purchased Property Services	
0500 Other Purchased Services	1,824.00
0600 Supplies	
0700 Property	2,163.00
0800 Registration	715.00
0900 Other – Indirect Cost	736.01
<b>Total</b>	<b>\$67,824.00</b>

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**Method of Payment:**

Quarterly cost reimbursement. Quarterly MUNIS expenditure reports must be submitted based on the approved budget. A final MUNIS report reflecting a zero balance and zero encumbrances must be submitted by November 11, 2011.

**Cancellation Clause:**

Either party may cancel the contract at any time for cause or may cancel without cause on 30 days' written notice.

200 KAR 5:314 "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract"

The contractor as defined in KRS 45A.030(7) agrees that the contracting agency, the Finance and Administration cabinet, the auditor of public accounts, and the legislative research commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Furthermore, any books, documents, papers records, or other evidence provided to the contracting agency, the Finance and Administration cabinet, the auditor of public accounts, or the legislative research commission which are directly pertinent to the contract shall be subject to public disclosure regardless of the proprietary nature of the information, unless specific information is identified and exempted and agreed to by the secretary of the Finance and Administration cabinet as meeting the provisions of KRS 61.878(1) (c) prior to the execution of the contract. The secretary of the Finance and Administration cabinet shall not restrict the public release of any information that would otherwise be subject to public release if a state government agency were providing the services.

**Effective Date:**

All contracts are not effective until the secretary of the Finance and Administration Cabinet or his authorized designee has approved the contract and until the contract has been submitted to the government contract review committee. However, contracts \$50,000 or less are exempt from review by the committee and need only be filed with the committee within 30 days of their effective date for informational purposes only as provided under KRS 45A.700.

KRS 45A.695(7) Payments on personal service contracts and memoranda of agreements shall not be authorized for services rendered after government contract review committee disapproval, unless the decision of the committee is overridden by the secretary of the Finance and Administration cabinet or agency head, if the agency has been granted delegation authority by the secretary.

***Discrimination: (because of race, religion, color, national origin, sex, age, or disability) prohibited. This section applies only to contracts utilizing federal funds, in whole or in part.***

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex or age. The contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal

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regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The contractor agrees to provide, upon request, needed reasonable accommodations. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, age or disability.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.
4. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.
7. The contractor will include the provisions of paragraphs (1) through (7) of Section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the contractor may request the united states to enter into such litigation to protect the interests of the united states.

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## **VIOLATION OF TAX AND EMPLOYMENT LAWS:**

KRS 45A.485 requires the contractor to reveal to the Commonwealth, prior to the award of a contract, any final determination of a violation by the contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to the state sales and use tax, corporate and utility tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively.

To comply with the provisions of KRS 45A.485, the contractor shall report any such final determination(s) of violation(s) to the Commonwealth by providing the following information regarding the final determination(s): the KRS violated, the date of the final determination, and the state agency which issued the final determination.

KRS 45A.485 also provides that, for the duration of any contract, the contractor shall be in continuous compliance with the provisions of those statutes which apply to the contractor's operations, and that the contractor's failure to reveal a final determination as described above or failure to comply with the above statutes for the duration of the contract, shall be grounds for the Commonwealth's cancellation of the contract and the contractor's disqualification from eligibility for future state contracts for a period of two (2) years.

### **Contractor must check one:**

  X   The contractor has not violated any of the provisions of the above statutes within the previous five (5) year period.

       The contractor has violated the provisions of one or more of the above statutes within the previous five (5) year period and has revealed such final determination(s) of violation(s). A list of such determination(s) is attached

## **STANDARD TERMS AND CONDITIONS FOR CONTRACTS AND GRANTS USING ARRA FUNDS**

*Revised August 14, 2009*

### **PREAMBLE**

*To the extent that this contract or grant involves the use of American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 ("ARRA") funds, the following terms and conditions apply.*

*For the purposes of applying these terms and conditions, the following definitions apply:*

- I. A "prime recipient" is a non-Federal entity that receives Recovery Act funding as Federal awards in the form of grants, loans, or cooperative agreements directly from the Federal government.*
- II. A "subrecipient" is a non-Federal entity that expends Federal awards received from another entity to carry out a Federal program but does not include an individual who is a beneficiary of such a program.*

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*III. A “vendor” is defined as a dealer, distributor, merchant, or other seller providing goods or services that are required for the conduct of a Federal program. Prime recipients or subrecipients may purchase goods or services needed to carry out the project or program from vendors. Vendors are not awarded funds by the same means as subrecipients and are not subject to the terms and conditions of the Federal financial assistance award.*

*The vendor or subrecipient specifically agrees to comply with each of the terms and conditions contained herein.*

*The vendor or subrecipient understand and acknowledges that the federal stimulus process is evolving and that new requirements for ARRA compliance may still be forthcoming from federal government and the Commonwealth of Kentucky. Accordingly, the subrecipient/vendor specifically agrees that both it and any subgrantees/subcontractors will comply with all such requirements during the contract period.*

#### **AVAILABILITY OF FUNDING**

Vendor/subrecipient agrees that programs supported with temporary federal funds made available by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, will not be continued with state financed appropriations once the temporary federal funds are expended.

#### **BUY AMERICAN REQUIREMENT (IF APPLICABLE)**

Vendor/subrecipient agrees that in accordance with ARRA, Section 1605, neither vendor/subrecipient or its subcontractors/subgrantees will use ARRA funds for a project for the construction, alternation, maintenance, or repair of a public building or public work unless all of the iron, steel and manufactured goods used in the project are produced in the United States in a manner consistent with United States obligations under international agreements. The vendor/subrecipient understands that this requirement may only be waived by the applicable federal agency in limited situations as set out in ARRA, Section 1605.

#### **CONFLICTING REQUIREMENTS**

Vendor/subrecipient agrees that, to the extent ARRA requirements conflict with Commonwealth of Kentucky requirements, the ARRA requirements shall control.

#### **FALSE CLAIMS ACT**

Vendor/subrecipient agrees that it shall promptly refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, subgrantee, subcontractor or other person has committed a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds.

#### **ENFORCEABILITY**

Vendor/subrecipient agrees that if the vendor/subrecipient or one of its subcontractors/subgrantees fails to comply with all applicable federal and state requirements governing the use of ARRA funds, the Commonwealth of Kentucky may withhold or suspend, in whole or in part, funds awarded under the

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program, or recover misspent funds following an audit. This provision is in addition to all other remedies available to the Commonwealth of Kentucky under all applicable state and federal laws.

## **INSPECTION OF RECORDS**

Vendor/subrecipient agrees that it shall permit the United States Comptroller General or his representative or the appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1978 or his representative to: (1) examine any records that directly pertain to, and involve transactions relating to, this contract; and (2) interview any officer or employee of vendor/subrecipient or any of its subcontractors/subgrantees regarding the activities funded with funds appropriated or otherwise made available by the ARRA.

## **JOB POSTING REQUIREMENTS**

Vendors/subrecipients who receive ARRA funded contracts are required to post jobs created and retained as a result of stimulus funds on the Commonwealth of Kentucky Job Bank at: <https://e3.ky.gov/>

## **PROHIBITION ON USE OF ARRA FUNDS**

Vendor/subrecipient agrees that none of the funds made available under this contract may be used for any casino or other gambling establishment, aquarium, zoo, golf course, swimming pools, or similar projects.

## **REPORTING REQUIREMENTS**

Pursuant to Section 1512 of the ARRA, entities receiving ARRA funds must submit reports to the federal government no later than ten (10) calendar days after the end of each calendar quarter. This report must contain the information outlined below.

Accordingly, each subrecipient agrees to provide the Commonwealth with the following information in a timely manner:

- a. Subrecipient's DUNS number;
- b. Award number or other identifying number assigned by the prime recipient;
- c. The total amount of ARRA funds received by subrecipient during the reporting period;
- d. The amount of ARRA funds that were expended or obligated during the reporting period;
- e. A detailed list of all projects or activities for which ARRA funds were expended or obligated, including:
  - i. the name of the project or activity;
  - ii. a description of the project or activity;
  - iii. an evaluation of the completion status of the project or activity; and
  - iv. an estimate of the number of jobs created and the number of jobs retained by the project or activity;
  - v. the primary place of performance of the subaward, including the city, state, congressional district and country;
  - vi. The names and total compensation of the five most highly compensated officers of the company if it received: 1) 80% or more of its annual gross revenues in Federal awards; and 2) \$25M or more in annual gross revenue from Federal awards.



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- f. Any other information reasonably requested by the Commonwealth or required by state or federal law or regulation.

Each vendor must supply their DUNS number and an estimate of the number of jobs created and number of jobs retained as a result of the award of ARRA funds.

OMB Memorandum M-09-21 dated June 22, 2009 outlines the standard data elements and federal implementation guidance for use in complying with the reporting requirements under Section 1512 of the ARRA.

### **SEGREGATION OF FUNDS**

Vendor/subrecipient agrees that it shall segregate obligations and expenditures of Recovery Act funds from other funding. No part of funds made available under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may be comingled with any other funds or used for a purpose other than that of making payments for costs allowable under the ARRA.

### **SUBCONTRACTOR/SUBGRANTEE REQUIREMENTS**

Vendor/subrecipient agrees that it shall include these standard terms and conditions, including this requirement, in any of its subcontracts or subgrants in connection with projects funded in whole or in part with funds available under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5.

### **WAGE REQUIREMENTS (IF APPLICABLE)**

Vendor/subrecipient agrees that, in accordance with Section 1606 of the ARRA, both it and its subcontractors shall fully comply with this section in that, notwithstanding any other provision of law, and in a manner consistent with the other provisions of the ARRA, all laborers and mechanics employed by contractors and subcontractors on projects funded in whole or in part with funds available under the ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality, as determined by the United States Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40 of the United States Code. The Secretary of Labor's determination regarding the prevailing wages applicable in the Commonwealth of Kentucky are located at: <http://www.gpo.gov/davisbacon/ky.html>

### **WHISTLEBLOWER PROTECTION**

Vendor/subrecipient agrees that both it and its subcontractors/subgrantees shall comply with Section 1553 of the ARRA, which prohibits all non-federal Vendor/subrecipients of ARRA funds, including the Commonwealth of Kentucky, and all contractors and grantees of the Commonwealth of Kentucky, from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of (1) gross mismanagement of a contract or grant relating to ARRA funds; (2) a gross waste of ARRA funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; (4) an abuse of authority related to implementation or use of ARRA funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to ARRA funds. Vendor/subrecipient agrees that it and its subcontractors/subgrantees shall post notice of the rights and remedies available to employees under Section 1553 of Title XV of Division A of the ARRA.

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